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11

12 **UNITED STATES DISTRICT COURT**
13 **NORTHERN DISTRICT OF CALIFORNIA**
14 **SAN FRANCISCO DIVISION**

15 JEFF YOUNG, individually and on
16 behalf of all others similarly situated,

17 Plaintiff,

18 v.

19 CREE, Inc.,

20 Defendant.
21
22
23
24

Case No. 4:17-cv-06252-YGR

Hon. Yvonne Gonzalez Rogers

**DECLARATION OF STUART M.
RICHTER IN SUPPORT OF
DEFENDANT CREE INC.'S
MOTION FOR SUMMARY
JUDGMENT**

Complaint Filed: October 27, 2017

Date: September 7, 2021

Time: 2:00 PM PDT

Place: Courtroom 1 – 4th Floor

DECLARATION OF STUART M. RICHTER

I, Stuart M. Richter, hereby declare as follows:

1. I am an attorney licensed to practice in California and a partner of the law firm of Katten Muchin Rosenman LLP, counsel of record for defendant Cree, Inc. (“Defendant”).

2. Attached hereto as **Exhibit A** are true and correct copies of excerpts of the deposition of Plaintiff Jeffry Young.

3. Attached hereto as **Exhibit B** is a true and correct copy of the errata sheet to the deposition of Plaintiff Jeffry Young.

4. Attached hereto as **Exhibit C** is a true and correct copy of CREE_000323652 which is a packaging file. Page 2 of Exhibit C is an enlargement of the portion of the packaging panel containing Cree’s Limited Warranty. Exhibit C is a clearer version of the same warranty that is Exhibit 5 to Plaintiff’s deposition, which is attached hereto as **Exhibit D** for reference.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed at Los Angeles, California on Friday, June 25, 2021.



Stuart M. Richter

EXHIBIT A

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

---oOo---

JEFF YOUNG, individually)
And on behalf of all other)
Similarly situated,)
 Plaintiffs,) No. 4:17-CV-06252-YGR
 vs.)
CREE, INC.,)
 Defendants.)
_____)

---oOo---

DEPOSITION OF JEFFRY YOUNG

September 18, 2018

Reported by: DENNIS M. SOUZA, CSR #3893

- - - - -

I N D E X

Page

Deposition of: JEFFRY YOUNG

Examination by: Mr. Richter

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Examination by: Mr. Woods

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- - -

EXHIBITS MARKED FOR IDENTIFICATION

1		
2		
3	1	(Defendant Cree, Inc.'s Amended Notice
4		Of Deposition of Plaintiff Jeff Young) 19
5	2	(E-mail dated August 6, 2016 to Jeff
6		Young from Cree Customer Support) 21
7	3	(Class Action Complaint Jury Trial Demand) 63
8	4	(Amended Class Action Complaint Jury Trial
9		Demand) 80
10	5	(Colored photocopy) 105

- - -

1 Q. Is this a document you printed off of your 10:31
2 computer and gave to your Counsel? 10:31
3 A. I forwarded it to him. 10:31
4 Q. Yeah. You forwarded the E-mail to him? 10:31
5 A. I forwarded the E-mail to him. 10:31
6 Q. Thank you. All right. Let me briefly go 10:31
7 through these categories of documents, Mr. Young. 10:31
8 I just want to -- for the record -- 10:31
9 MR. WOODS: Go back to Exhibit 1. 10:31
10 MR. RICHTER: Q. The attachment A, 10:31
11 Exhibit 1. For the record I want to establish what 10:31
12 you've done to gather and produce the documents that 10:31
13 were requested here. 10:31
14 First of all, have you seen this document 10:31
15 before? 10:31
16 A. It looks familiar. 10:31
17 Q. Look at category 1. It says, "Produce for 10:31
18 inspection all CREE light bulbs you have purchased 10:31
19 within the last five years." 10:31
20 A. (Deponent nods head up and down). 10:31
21 Q. And that is the bulb you brought with you 10:31
22 today? 10:31
23 A. It is the only one I still have. 10:31
24 Q. About how many CREE bulbs have you purchased 10:31
25 over the last five years? 10:31

1 A. Exactly three including that one. 10:31

2 Q. All at the same time? 10:32

3 A. No. 10:32

4 Q. No. What happened to the others? 10:32

5 A. They stopped working as well. 10:32

6 Q. Where are they? 10:32

7 A. I wish I knew. I thought I had them, I 10:32

8 couldn't find them. 10:32

9 Q. So when they stopped working you saved them? 10:32

10 A. Yes. 10:32

11 Q. Why did you save them? 10:32

12 A. I was hoping to get new light bulbs in their 10:32

13 place. 10:32

14 Q. All right. You searched around your home and 10:32

15 couldn't find them? 10:32

16 A. Correct. 10:32

17 Q. They weren't with this bulb you brought 10:32

18 today? 10:32

19 A. They were not. 10:32

20 Q. The second category of documents here is all 10:32

21 packages and labels for any CREE light bulbs you 10:32

22 purchased within the last five years. 10:33

23 Did you save the packages for the three bulbs 10:33

24 you bought? 10:33

25 A. No. 10:33

1 Q. The third category is all receipts or proofs 10:33
2 of purchase for any CREE light bulbs you have 10:33
3 purchased within the last five years? 10:33
4 A. I had saved them. 10:33
5 Q. Couldn't find them? 10:33
6 A. Couldn't find them. 10:33
7 Q. And, specifically, what did you save? 10:33
8 A. Just the receipt, yeah. 10:33
9 Q. So from the store? 10:33
10 A. The receipt from the store. 10:33
11 Q. All right. Do you recall for these three 10:33
12 light bulbs how you bought them? In other words, 10:33
13 cash? Credit card? Debit card? 10:33
14 A. I always pay cash. 10:33
15 Q. Why is that? 10:33
16 A. That is how I operate. 10:34
17 Q. Isn't a debit card the same as cash? 10:34
18 A. Not to me. 10:34
19 Q. All right. Number 4 is all documents that 10:34
20 reflect, refer or relate to communications with CREE 10:34
21 within the last five years. 10:34
22 Did you look for those documents? 10:34
23 A. I did a search on my E-mail. 10:34
24 Q. And what you found is the document that is 10:34
25 marked as Exhibit 2? 10:34

1 Q. New ones, used ones, what? 10:36

2 A. Almost all new. At this moment in time I 10:36

3 would -- there are some used ones, but as far as I 10:36

4 know, they all work except for the CREE. 10:36

5 Q. The one that you've labeled bad? 10:36

6 A. Yes. 10:36

7 Q. Any other CREE bulbs in there? 10:36

8 A. No. Definitely not. 10:36

9 Q. So this cabinet is just for storing light 10:36

10 bulbs? 10:36

11 A. Yes. 10:36

12 Q. When these other two CREE light bulbs stopped 10:37

13 working, do you recall when you put them in that 10:37

14 cabinet? 10:37

15 A. I do not. 10:37

16 Q. When they stopped working your intent was to 10:37

17 save them to try and get a new bulb, right? 10:37

18 A. Yes. 10:37

19 Q. But you don't recall putting them in that 10:37

20 cabinet? 10:37

21 A. No. 10:37

22 Q. When you save the receipts for the bulbs, you 10:37

23 testified earlier you initially saved the receipts, 10:37

24 the store receipts. 10:37

25 A. Yes. 10:37

1 Q. Where did you put those? 10:37

2 A. I don't remember. A couple typical places I 10:37

3 would put them -- and they weren't there. And I saved 10:37

4 them -- well, I guess never mind. 10:37

5 Q. How long did you save them? 10:37

6 A. Some time before I gave up. 10:37

7 Q. When you say you "gave up," what do you mean? 10:37

8 A. I gave up trying to get the bulbs replaced. 10:37

9 Q. So when you gave up trying to get the bulbs 10:37

10 replaced, did you throw the receipts away? 10:38

11 A. Not intentionally, but -- no. I shouldn't 10:38

12 say that. I don't remember what I did with the 10:38

13 receipts. I thought I had them. 10:38

14 Q. These three bulbs, did they all burn out at 10:38

15 the same time? 10:38

16 A. No. 10:38

17 Q. How long did you try to get each one 10:38

18 replaced? 10:38

19 A. It would be pure speculation, I mean more 10:38

20 than a week, less than six months. 10:38

21 Q. Okay. I don't want you to speculate. 10:38

22 A. Well, then I don't know. 10:38

23 Q. I am entitled to a best estimate. 10:38

24 A. More than a week, less than six months. 10:38

25 Q. Very good. You said that each of the bulbs 10:38

1 A. No, I do not have a specific recollection. 10:40

2 MR. WOODS: I don't mean to get you off track 10:40

3 but I am a little bit concerned with the way that you 10:40

4 are holding that that there is some -- 10:40

5 MR. RICHTER: I will rub it off? 10:40

6 MR. WOODS: Yeah. 10:40

7 MR. RICHTER: Got it. Actually, I will stop 10:40

8 holding it -- I might drop it and break it. 10:40

9 Q. The writing on the bottom of this bulb on 10:40

10 the white part above the screw, when did you put that 10:40

11 on the bulb? 10:40

12 A. Almost certainly when I installed it -- 10:40

13 shortly after I would have purchased it. 10:40

14 Q. Why would you put writing on a bulb when you 10:40

15 install it? 10:40

16 A. To make sure it lasts as long as they claim. 10:40

17 Q. Why do you do that? 10:41

18 A. I don't trust advertising claims. 10:41

19 Q. And that is not specific to CREE. That is to 10:41

20 general? 10:41

21 A. Yes, yeah. 10:41

22 Q. So your practice is when you replace a bulb 10:41

23 you write on the bulb the date that you bought it or 10:41

24 put it in? 10:41

25 A. Not every time but mostly, yeah. Certainly 10:41

1 on LED bulbs. 10:41

2 Q. So you do that on LED bulbs? 10:41

3 A. Yes. 10:41

4 Q. Why? 10:41

5 A. To keep track of how long they last. 10:41

6 Q. Why? 10:41

7 A. Because I am concerned they won't last as 10:41

8 long as they are supposed to. 10:41

9 Q. Again, that is not specific to CREE. That is 10:41

10 just generally for LED bulbs? 10:41

11 A. Yes. 10:41

12 Q. Why do you have this, for lack of a better 10:41

13 word, suspicion about LED bulbs? 10:42

14 A. Just a general suspicion of what I consider 10:42

15 over the top or -- not outrageous, but excessive 10:42

16 advertising claims. 10:42

17 Q. What caused you to have that suspicion? 10:42

18 A. Born with it. I -- 10:42

19 Q. Well, do you have that suspicion about any 10:42

20 other products? 10:42

21 A. Yeah. I am always concerned with warranty 10:42

22 information and how -- if they stand up at least -- 10:42

23 whatever I buy lasts as long as the warranty period. 10:42

24 Q. Why are you concerned about warranty periods? 10:42

25 Explain that to me. 10:42

1 MR. WOODS: No. 10:44

2 THE WITNESS: I misunderstood. I would have 10:44

3 expected it to, yes; no, I don't understand that. 10:44

4 MR. RICHTER: Q. But then that is what the 10:44

5 warranty is for, right, because if it doesn't last 10:44

6 100,000 miles you take it back to the dealer and they 10:44

7 fix it, right? 10:44

8 A. A fair statement; that it will be fixed if it 10:44

9 doesn't last. 10:44

10 Q. That is what I am getting at, Mr. Young. 10:44

11 A. I see. 10:44

12 Q. You see what I am saying? 10:44

13 A. Now, yeah. 10:44

14 Q. In other words, just because somebody says my 10:44

15 power train warranty is going to last 100,000 miles, 10:44

16 there may be some problems with the car or defect with 10:44

17 the car, not every car is perfect, but what the 10:45

18 manufacturer is saying is: Hey, if it breaks, come 10:45

19 back, we will fix it, right? 10:45

20 A. I understand. 10:45

21 MR. WOODS: Calls for speculation. Objection 10:45

22 to form. You can answer. 10:45

23 MR. RICHTER: Q. I am going to ask the 10:45

24 question again just so we are clear. 10:45

25 In other words, when you see a warranty for a 10:45

1 product you buy and say it is a ten-year, let's just 10:45
2 say a 100,000-mile power train warranty, you don't 10:45
3 understand and expect that every single car lasts 10:45
4 100,000 miles in the power train, some of them are 10:45
5 going to break. And what happens then is the 10:45
6 manufacturer fixes it, right? 10:45

7 MR. WOODS: Calls for speculation. Object to 10:45
8 form. You can answer. 10:45

9 THE WITNESS: I can answer? 10:45

10 MR. WOODS: Yes. 10:45

11 THE WITNESS: Yes. I would expect that it 10:45
12 would just be fixed. 10:45

13 MR. WOODS: Sorry, unless I tell you not to 10:45
14 answer, you can answer. 10:45

15 THE WITNESS: Okay. 10:45

16 MR. RICHTER: Q. Yeah. I forgot to go over 10:45
17 that. 10:46

18 A. Oh, boy, that is not what they do -- that is 10:46
19 right. We don't have a judge here. Why don't you 10:46
20 speak up. 10:46

21 Q. He can't rule on client's objections. 10:46

22 A. Oh, come on. 10:46

23 Q. Let's go back to -- 10:46

24 So your practice is with light bulbs and not 10:46
25 just CREE light bulbs, but LED light bulbs that you 10:46

1 A. No specific recollection. 11:56

2 Q. But you got Exhibit 2 sent back to you? 11:56

3 A. So it is pretty safe that -- 11:56

4 Q. Right? 11:56

5 A. Right. 11:56

6 Q. And you also considered returning the bulbs 11:56

7 to Walmart. 11:56

8 A. Yeah. 11:56

9 Q. That is not accurate, is it? 11:56

10 A. No. It was Home Depot. 11:56

11 Q. You tried to return them to Home Depot? 11:56

12 A. Actually, I knew it was past their return 11:56

13 policy date. You can't return to the store after 30 11:56

14 to 90 days or something like that. 11:56

15 Q. Really? My understanding is Home Depot takes 11:56

16 anything back no matter what. Did you try to return 11:56

17 them? 11:56

18 MR. WOODS: Objection, calls for speculation. 11:56

19 THE WITNESS: You are wrong. 11:56

20 MR. RICHTER: Q. Did you try to take them 11:56

21 back to Home Depot? 11:56

22 A. No. I did not. 11:56

23 Q. You didn't even try? 11:56

24 A. No. I knew it was too late. There was no 11:56

25 point. 11:56

1 Q. So this sentence here that you were told by 11:56
2 Walmart that it was too late to return them to the 11:56
3 store, that is not accurate? 11:56
4 A. I just knew it was. 11:56
5 Q. But nobody told you from Walmart? 11:57
6 A. No. No. 11:57
7 Q. And you would have never said that to your 11:57
8 lawyers? 11:57
9 MR. WOODS: Objection. 11:57
10 THE WITNESS: There might have been some 11:57
11 miscommunication -- 11:57
12 MR. WOODS: Objection, it invades 11:57
13 attorney-client privilege. Don't answer it. 11:57
14 MR. RICHTER: Q. Let's make sure the record 11:57
15 is clear. You never even tried to take them back to 11:57
16 Home Depot, right? 11:57
17 A. I did not. 11:57
18 Q. You never talked to anybody at Home Depot? 11:57
19 A. No. 11:57
20 Q. You never tried to take them back to Walmart? 11:57
21 A. No. 11:57
22 Q. The only thing you did to try to get your 11:57
23 money back was doing these searches on the web and you 11:57
24 eventually sent an E-mail or got on to a web site for 11:57
25 CREE, right? 11:57

1 AFTERNOON SESSION 12:32

2 THE VIDEOGRAPHER: The time is 12:34 p.m. We 12:32

3 are back on the record. 12:32

4 MR. RICHTER: Q. Mr. Young do you recognize 12:32

5 or you realize you are still under oath? 12:32

6 A. Yes, I do. 12:32

7 Q. I want to clarify something before we went 12:32

8 off the record. 12:32

9 A. Okay. 12:32

10 Q. Now, I want to make sure we are clear. With 12:32

11 respect to that CREE bulb, the three CREE bulbs that 12:32

12 you purchased? 12:32

13 A. Yes. 12:33

14 Q. All right. When you bought those bulbs, did 12:33

15 you have in your mind anything you heard on a TV 12:33

16 advertisement? 12:33

17 A. Absolutely. 12:33

18 Q. You did? 12:33

19 A. Yes. 12:33

20 Q. What did you have in mind from the TV 12:33

21 advertisement? 12:33

22 A. Inexpensive to operate; long life -- that is 12:33

23 pretty much it -- good warranty. 12:33

24 Q. So you remember from a TV ad it was 12:33

25 inexpensive to operate, long life and what else? 12:33

1 Q. By the way, the 100-watt bulb was it a 12:38
2 three-way or was it straight 100-watt? 12:38
3 A. It was straight 100-watt dimmable. 12:38
4 Q. Dimmable? 12:38
5 A. Yeah. I made sure I got the dimmable. 12:38
6 Q. Do you usually buy your bulbs at Home Depot? 12:38
7 A. Usually, Home Depot or Walmart. I go both 12:39
8 places. I have no -- I don't prefer one over the 12:39
9 other. 12:39
10 Q. Oh, is there a Home Depot in Guerneville? 12:39
11 A. No. 12:39
12 Q. Where is it? 12:39
13 A. It's in Windsor and there is one in Rohnert 12:39
14 Park. 12:39
15 Q. What is that one? 12:39
16 A. Rohnert Park. 12:39
17 Q. Rohnert Park. 12:39
18 A. And there is also one in Santa Rosa. So they 12:39
19 are all over. 12:39
20 Q. Which one do you usually go to? 12:39
21 A. Usually Windsor. 12:39
22 Q. Where is your Walmart you go to? 12:39
23 A. The same. There is no Walmart in Santa Rosa 12:39
24 but there is a Walmart next door to the Windsor 12:39
25 Home Depot and there is a Walmart next to the Rohnert 12:39

1 Park Home Depot, as well. I go to all four of them 12:39
2 regularly, but usually Windsor. 12:40

3 Q. Do you remember ever buying an LED bulb at 12:40
4 Walmart? 12:40

5 A. No specific recollection. It is safe to say 12:40
6 I did, though, at some point buy a LED at Walmart. 12:40

7 Q. Because I thought you said that -- 12:40
8 Well, you didn't remember how many LED bulbs 12:40
9 you bought, right? 12:40

10 A. Yeah. No, I don't remember a specific 12:40
11 number -- more than what we've discussed. 12:40

12 Q. So on the day you purchased the bulbs, the 12:40
13 three bulbs, and I think you said you bought one, the 12:40
14 first one, and then the other two maybe together, 12:40
15 maybe separate, right? 12:40

16 A. Yes, correct. 12:40

17 Q. And you are looking at other bulbs, LED 12:40
18 products at the same time, right? 12:40

19 A. Yes. 12:40

20 Q. And you looked at the packaging on those 12:40
21 products at the same time, right? 12:41

22 A. Yeah, I'm sure. 12:41

23 Q. All right. What on the CREE package caused 12:41
24 you to buy the CREE product versus the other products? 12:41

25 A. I don't remember the specifics. They either 12:41

1 lasted longer or their warranty was better or -- I 12:41
2 don't remember the specifics. 12:41
3 Q. You don't remember? 12:41
4 A. No. 12:41
5 Q. And you don't remember what product you were 12:41
6 comparing it to, right? 12:41
7 A. No. I don't. 12:41
8 Q. As you sit here do you remember what you saw 12:41
9 on the CREE package? 12:41
10 A. No. 12:41
11 Q. You have no recollection? 12:41
12 A. None at all. 12:41
13 Q. Let me break it down. Do you remember, and 12:42
14 again, we are talking about a 100-watt replacement 12:42
15 bulb, right? 12:42
16 A. Yes. 12:42
17 Q. Do you remember looking at the warranty? 12:42
18 A. Not specifically. 12:42
19 Q. Do you remember looking at how long the bulb 12:42
20 was supposed to last? 12:42
21 A. I can positively say I am sure I did but I do 12:42
22 not have a specific memory of that. 12:42
23 Q. Are you aware of something called a lighting 12:42
24 facts box? 12:42
25 A. Yeah. Oh, it talks about lumens, stuff like 12:42

1 that. 12:42

2 Q. How long the bulb lasts and things like that? 12:42

3 A. I don't -- I just guess that is what you are 12:42

4 talking about. I don't really know the term, I am not 12:42

5 familiar with the term. 12:42

6 Q. But every LED bulb has to have a lighting 12:42

7 facts box on it. Do you remember looking at the 12:42

8 information in that box and comparing one product to 12:43

9 the other based upon what was in that box? 12:43

10 A. I don't have a specific recall of that, no. 12:43

11 Q. Oh, the 100-watt bulbs you were buying, were 12:43

12 you looking for soft white or daylight? 12:43

13 A. Didn't really care. 12:43

14 Q. You didn't care? 12:43

15 A. Yeah. I am searching my memory. I think I 12:43

16 would have wanted daylight but I don't really think it 12:43

17 was that important to me. 12:43

18 Q. When you compared the bulbs did you compare 12:43

19 the price? 12:43

20 A. Sure. 12:43

21 Q. You said you -- 12:43

22 Do you remember you looked at how much energy 12:43

23 the bulbs would use? 12:44

24 A. I don't have -- 12:44

25 MR. WOODS: Objection. Ambiguous. You can 12:44

1 answer. 12:44

2 THE WITNESS: I don't have a specific 12:44

3 recollection of that at all. I know I was just, in 12:44

4 general, comparing the various aspects of the bulbs 12:44

5 and energy consumption was something that was on my 12:44

6 mind. 12:44

7 I don't know that that would have been a 12:44

8 deciding factor. I think they are all pretty close. 12:44

9 MR. RICHTER: Q. Was there a deciding 12:44

10 factor? 12:44

11 A. I don't recall. Something made me decide, 12:44

12 obviously, but what that exact thing was I don't 12:44

13 remember. 12:44

14 Q. Do you recall that the CREE bulbs were better 12:44

15 in some areas and the competing bulbs were better in 12:44

16 some areas, things like that? 12:44

17 A. No specific recollection at all. 12:44

18 Q. You don't recall what it was that caused you 12:44

19 to buy the CREE bulb versus Sylvania, Philips, Feit, 12:44

20 anything else? 12:45

21 A. Not specifically. 12:45

22 Q. Before you bought the bulbs you had an 12:45

23 understanding there was a difference between an LED 12:45

24 bulb and an incandescent bulb, right? 12:45

25 A. A huge difference. 12:45

1 attempted to blow up on the document in front of you, 12:49
2 all right? 12:49
3 So what I want you to do is look at the 12:49
4 document in front of you, and this is a package for a 12:49
5 100-watt bulb. 12:49
6 And I will represent to you this was the 12:50
7 packaging in use in March of 2015. 12:50
8 MR. WOODS: I am going to just have a 12:50
9 standing objection that the document assumes facts not 12:50
10 in evidence. 12:50
11 MR. RICHTER: Q. Sure. Now, why don't you 12:50
12 tell me, is this the package that you saw when you 12:50
13 bought the three CREE bulbs? 12:50
14 A. No recollection. 12:50
15 Q. You don't know? 12:50
16 A. No. I don't. 12:50
17 Q. All right. Let's look at some specific 12:50
18 things on this and see if it helps you remember. 12:50
19 Do you see this box here, this white box that 12:50
20 says lighting facts per bulb? 12:50
21 A. Yep. 12:50
22 Q. Do you remember looking at that? 12:50
23 A. I do not. 12:50
24 Q. Do you remember seeing a similar box on the 12:50
25 other bulbs that you looked at at the time you were 12:50

1 comparing to the CREE bulb? 12:50

2 A. I don't remember anything specifically about 12:50

3 purchasing those bulbs so I don't remember. 12:51

4 Q. Do you remember reading something on the 12:51

5 label that said there was a ten-year warranty? 12:51

6 A. It looks extremely familiar; but, again, I 12:51

7 don't remember specifics of what -- of being, even in 12:51

8 the store or what store; so, no, I can't remember 12:51

9 that, specifically. 12:51

10 Q. Do you remember reading something that said: 12:51

11 82 percent less energy consumption? 12:51

12 A. No. 12:51

13 Q. Do you remember something that said: \$226 of 12:51

14 lifetime energy savings? 12:51

15 A. No. 12:51

16 Q. Do you have an understanding this 82 percent 12:51

17 energy consumption, do you know what that means? 12:51

18 A. Very much so. 12:51

19 MR. WOODS: Objection, it calls for improper 12:51

20 opinion. You can answer. 12:51

21 THE WITNESS: That means you can use 12:51

22 82 percent less energy to get the same amount of 12:51

23 light. 12:51

24 MR. RICHTER: Q. Right. So what it means is 12:51

25 that the CREE bulb only uses 18 watts and it is a 12:51

1 100-watt replacement, right? 12:52

2 MR. WOODS: Objection, it calls for improper 12:52

3 opinion, also assumes facts not in evidence; you can 12:52

4 answer. 12:52

5 THE WITNESS: Yeah, that 18 watts right here 12:52

6 is really impressive. 12:52

7 MR. RICHTER: Q. So that is 82 percent less 12:52

8 than a hundred, right? 12:52

9 A. Yeah. 12:52

10 Q. Pretty simple math. 12:52

11 A. Yeah. 12:52

12 MR. WOODS: The same objections. 12:52

13 MR. RICHTER: Q. Did you read, do you 12:52

14 remember looking to see if it was dimmable? 12:52

15 A. Not a specific recollection but I absolutely 12:52

16 would have. I wouldn't have bought it if it wasn't. 12:52

17 Q. Do you remember considering the brightness, 12:52

18 the lumens? 12:52

19 A. Again, no recollection. 12:52

20 Q. Did you consider that because it is LED there 12:52

21 is no toxic mercury and it is good for the 12:52

22 environment? 12:52

23 A. That is news to me right now. 12:52

24 Q. So you didn't see, recall seeing that? 12:52

25 A. I don't recall seeing any of it -- or that. 12:52

1 Inc. consumer warranty, and it gives an address in 12:54
2 Durham, North Carolina. 12:54
3 It also gives a phone number. Do you 12:54
4 remember reading that? 12:54
5 A. I do not. 12:54
6 Q. But this limited warranty would have been 12:54
7 something that you would have read? 12:54
8 A. I am pretty sure I would have. 12:54
9 Q. Let's just look at the last page. It is 12:54
10 just -- do you remember seeing a picture like that? 12:54
11 A. No recollection. 12:54
12 Q. So is it a fair statement to say that as you 12:54
13 sit here today you really don't remember what you read 12:54
14 on the package that you -- that was on the bulb that 12:54
15 you purchased? 12:54
16 MR. WOODS: Objection, mischaracterizes the 12:54
17 testimony. You can answer. 12:54
18 THE WITNESS: That is fair to say. 12:54
19 MR. RICHTER: Q. Oh, the other LED bulbs 12:55
20 that you were looking at, they were dimmable, too, I 12:55
21 assume, right? 12:55
22 A. Yes. 12:55
23 Q. Thank you. There is one more thing I wanted 12:55
24 to ask. Sorry, let me scroll around here. 12:55
25 As you sit here today do you know what that 12:56

1 MR. RICHTER: I am going to -- I want to 01:03
2 identify it for the record, but we need to get the 01:03
3 volume up. Hold on a second. Let me just -- 01:03
4 (Discussion off the record). 01:03
5 MR. WOODS: Are you going to just identify it 01:03
6 for the record? 01:03
7 MR. RICHTER: Yeah. I didn't realize it 01:03
8 would start playing right away. All right. 01:03
9 So this first ad is called, for the record, 01:03
10 it is called Buck. 01:03
11 It is a CREE television ad from iSpot.tv 01:03
12 which covers all old adds on TV. It is called Buck. 01:03
13 So we are going to -- 01:04
14 MR. WOODS: I will interpose a standing 01:04
15 objection as to all of these. They lack foundation. 01:04
16 MR. RICHTER: Not really an objection at 01:04
17 deposition, but that is fine. 01:04
18 (Whereupon, an ad was played). 01:04
19 MR. RICHTER: Q. Do you remember seeing 01:04
20 that? 01:04
21 A. The logo looked familiar, but the actor did 01:04
22 not. 01:04
23 Q. That actor did not look familiar to you? 01:04
24 A. No, but I seen -- well, no. 01:04
25 Q. Do you remember ever seeing him in any 01:04

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1 television ad for a bulb? 01:04

2 A. Yeah. I got -- there was one on the internet 01:04

3 that I just saw yesterday but not prior to. 01:04

4 Q. Prior to purchasing, do you ever remember -- 01:04

5 A. No, no, prior to purchasing, no. 01:05

6 Q. You don't ever remember seeing an ad with 01:05

7 that actor? 01:05

8 A. No. 01:05

9 Q. And again, I just want to make sure -- 01:05

10 You don't remember or you had never seen that 01:05

11 guy before in an ad? 01:05

12 A. I just don't remember -- it is unlikely. 01:05

13 Q. You don't remember but it is unlikely? 01:05

14 A. That is the best I can do for you. 01:05

15 (Whereupon, another ad was played). 01:05

16 MR. RICHTER: Q. Again, do you remember 01:05

17 seeing that ad before you purchased the bulbs? 01:05

18 A. I have no recollection of it. 01:06

19 Q. Again, it is the same actor. You just don't 01:06

20 remember seeing that guy? 01:06

21 A. I don't remember, yeah. 01:06

22 Q. Let me show you one more. 01:06

23 (Whereupon, another ad was played). 01:06

24 MR. RICHTER: Q. All right. So for the 01:07

25 record, that was an ad called Eulogy, and it is the 01:07

1 same actor. Do you remember seeing that ad? 01:07

2 A. No. 01:07

3 MR. WOODS: Assumes facts. 01:07

4 THE WITNESS: Sorry. 01:07

5 MR. WOODS: That is all right. 01:07

6 THE WITNESS: I do not remember seeing that. 01:07

7 MR. RICHTER: Q. And again, you don't 01:07

8 remember seeing that actor? 01:07

9 A. And I have no recollection of seeing him or 01:07

10 that ad. 01:07

11 Q. I want to make sure, again, the record's 01:07

12 clear. You don't have a recollection or you didn't 01:07

13 see it? 01:07

14 A. I will go so far as unlikely. 01:07

15 Q. That you saw it? 01:07

16 A. Yeah. That I never saw it. Yeah. 01:07

17 Q. Well, I want to make sure because of that 01:07

18 last statement: It is unlikely you ever saw it? 01:07

19 A. Yeah. We are on the same page. I don't know 01:07

20 if we are getting it right. But yeah. 01:07

21 Q. But you said it is unlikely I never saw it? 01:08

22 A. Okay. I don't remember what I said. 01:08

23 Q. What you meant to say is it is unlikely you 01:08

24 ever saw it, right? 01:08

25 A. I probably have never seen that. I got 01:08

1 sir, you are still under oath? 01:17

2 A. I do. 01:17

3 Q. Thank you. Just one point of clarification. 01:17

4 You said that you may have seen banner ads before you 01:17

5 bought the three bulbs in question, right? 01:17

6 A. Yes. 01:17

7 Q. You don't recall what they were or what they 01:17

8 said, right? 01:17

9 A. Correct. 01:17

10 Q. But you didn't visit the CREE web site before 01:17

11 you bought the bulbs, right? 01:17

12 A. I don't think so, no. 01:17

13 Q. Now, when you testified earlier that you 01:17

14 eventually got, apparently got to the CREE web site 01:17

15 and you got Exhibit 2 in response to information you 01:18

16 provided on the web site, right? 01:18

17 A. Yeah. Apparently is the key word there. 01:18

18 Q. You don't remember what information you had 01:18

19 provided to CREE on the web site, though, do you? 01:18

20 A. No. It says I said something about a bulb 01:18

21 being bad. 01:18

22 Q. Yeah. I am sorry, here it is. It says 01:18

23 subject: Consumer bulb inquiry. 01:18

24 I have a 100-watt LED bulb go bad under 01:18

25 normal use. 01:18

1 A. That sounds about right. I don't recall 01:18
2 doing it, but it is right there. 01:18
3 Q. When you type E-mails do you typically put 01:18
4 something in the subject line? 01:18
5 A. Yeah, typically. 01:18
6 Q. And so that came from you: I have a 100 watt 01:18
7 LED bulb go bad under normal use? 01:19
8 A. I can only assume. I have no recollection of 01:19
9 doing it. 01:19
10 Q. Do you recall in the information you provided 01:19
11 saying: I have a 100-watt LED bulb go bad under 01:19
12 normal use in a little over a year? 01:19
13 A. No. No specific recollection. 01:19
14 Q. Did these bulbs go bad within a matter of 01:19
15 months or was it a year? 01:19
16 MR. WOODS: Objection. Asked and answered, 01:19
17 objection to form. Go ahead. 01:19
18 THE WITNESS: I would say it within a year. 01:19
19 It was a while. They lasted quite a while. I really 01:19
20 don't know how long. 01:19
21 MR. RICHTER: Q. That is why I asked, 01:19
22 because we have records of your E-mail coming in, and 01:19
23 in it it says a little over a year. 01:19
24 A. Okay. 01:19
25 Q. And so I am asking you, I am not going to 01:19

1 mark this or show it to you, I am asking you: Does 01:19
2 that help you remember? 01:19
3 MR. WOODS: If you are asking him questions 01:19
4 about a document, he should see it. 01:20
5 MR. RICHTER: No, you don't. He doesn't have 01:20
6 to see it. 01:20
7 MR. RICHTER: Q. But does that help you 01:20
8 remember? 01:20
9 A. Not really, I have a general -- sorry. 01:20
10 Should I answer? 01:20
11 MR. WOODS: That is fine, I mean -- 01:20
12 THE WITNESS: I have a general idea of the 01:20
13 time, a very general, of seeing a document one way or 01:20
14 another I don't think has changed much. 01:20
15 MR. RICHTER: Q. And your very general idea 01:20
16 was a year or so? 01:20
17 A. Yeah, I would say. 01:20
18 Q. That is fine. 01:20
19 I will ask you a couple questions about this 01:20
20 lawsuit, Mr. Young. 01:20
21 Do you know what a class action is? 01:20
22 A. Yes, more or less. 01:20
23 Q. What is that to you? What does it mean? 01:20
24 A. To me it is when a law firm represents a 01:20
25 bunch of people, let's say something went wrong, it 01:20

1 the bulb and we will keep it in our office and if for 01:29
2 some reason somebody wants to inspect it, if you want 01:29
3 to serve a -- ask to see it or serve a request, we can 01:29
4 certainly meet and confer with you with regard to 01:29
5 that. 01:29

6 MR. RICHTER: I wanted to make sure it didn't 01:29
7 go back to the metal footlocker or cabinet. 01:29

8 THE WITNESS: I don't want it. 01:29

9 MR. WOODS: I will take care of it. 01:29

10 MR. RICHTER: Other than that I have nothing 01:30
11 further. 01:30

12 01:30

13 EXAMINATION BY 01:30

14 MR. WOODS: Q. I just want to clear up a 01:30
15 couple of things. You testified earlier based on, 01:30
16 please correct me if I am wrong, based upon the 01:30
17 writing on this particular bulb, that you purchased it 01:30
18 at Home Depot and not Walmart; is that correct? 01:30

19 A. Correct. 01:30

20 Q. Do you recall where you bought the other two 01:30
21 bulbs? 01:30

22 A. No. I -- those could have been Walmart. I 01:30
23 just don't remember. 01:30

24 Q. It is possible that you could have bought the 01:30
25 other two bulbs at Walmart? 01:30

1 STATE OF CALIFORNIA)

2) ss.

3 OAKLAND DIVISION)

4
5
6 I hereby certify that the witness in
7 the foregoing deposition named

8 JEFF YOUNG

9 was by me duly sworn to testify the truth, the whole
10 truth and nothing but the truth in the within-entitled
11 cause; that said deposition was taken at the time and
12 place therein named; that the testimony of the said
13 witness was reported by me, a duly Certified Shorthand
14 Reporter and disinterested person, and was thereafter
15 transcribed into typewriting under my direction.

16 I further certify that I am not of
17 counsel or attorney for either or any of the parties
18 to said deposition, nor in any way interested in the
19 outcome of the cause named in said caption.

20
21 WITNESS WHEREOF, I have
22 hereunto subscribed my
23 hand this 24th day of
24 September, 2018

25 _____
DENNIS M. SOUZA, CSR No. 3893

EXHIBIT B

Jeffry L. Young

September 18, 2018

1
2 I, the undersigned, declare under penalty of
3 perjury that I have read the foregoing transcript and
4 I have made any corrections, additions, or deletions
5 that I was desirous of making; that the foregoing is a
6 true and correct transcript of my testimony contained
7 therein.

Dated

10/23/18

JEFF YOUNG



Jeffry L. Young

September 18, 2018

WITNESS' CHANGES OR CORRECTIONS

NOTE: If you are adding to your testimony, print the exact words you want to add. If you are deleting from your testimony, print the exact words you want to delete. Specify with "Add" or "Delete" and sign below.

Deposition of: JEFF YOUNG

Case Title: Young vs. Cree, Inc.

Date of Deposition: September 18, 2018

I, Jeff Young, have the following corrections to make to my deposition.

PAGE	LINE	CHANGE, ADD, DELETE
<u>20</u>	<u>23</u>	<u>"4/215" should be "4/2015"</u>
<u>35</u>	<u>12</u>	<u>add: And I would expect it to last that long</u>
<u>51</u>	<u>15</u>	<u>change to: Yes, I gave her my number</u>
<u>53</u>	<u>7</u>	<u>change to: Yes, I gave her my number</u>
<u>58</u>	<u>20</u>	<u>change to: Yes, I did.</u>
<u>59</u>	<u>12</u>	<u>change to: Yes, It was.</u>
<u>59</u>	<u>25</u>	<u>change to: Yes.</u>
<u>64</u>	<u>8</u>	<u>change to: Yes.</u>
<u>66</u>	<u>19</u>	<u>change to: Yes</u>
<u>68</u>	<u>7</u>	<u>change to: I don't remember, It could have been</u>
<u>74</u>	<u>2</u>	<u>Add: I had also read it Before yesterday</u>
<u>80</u>	<u>21</u>	<u>change to: Yes</u>
<u>81</u>	<u>21</u>	<u>change to: Yes</u>

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Jeffry L. Young

September 18, 2018

WITNESS' CHANGES OR CORRECTIONS

NOTE: If you are adding to your testimony, print the exact words you want to add. If you are deleting from your testimony, print the exact words you want to delete. Specify with "Add" or "Delete" and sign below.

Deposition of: JEFF YOUNG

Case Title: Young vs. Cree, Inc.

Date of Deposition: September 18, 2018

I, Jeff Young, have the following corrections to make to my deposition.

PAGE	LINE	CHANGE, ADD, DELETE
<u>88</u>	<u>25</u>	<u>change to: Yes.</u>
<u>89</u>	<u>1</u>	<u>change to: Yes.</u>
<u>101</u>	<u>10</u>	<u>change to: Not other than what I've already</u>
<u>3</u>		<u>testified to.</u>
<u>101</u>	<u>18</u>	<u>change to: Yes</u>
<u>103</u>	<u>11</u>	<u>change to: Yes, I recall that I decided</u>
		<u>to buy Cree because the length</u>
		<u>of the product life, warranty, and</u>
		<u>cost savings.</u>
<u>107</u>	<u>6</u>	<u>change to: Yes, I remember generally</u>
<u>107</u>	<u>12</u>	<u>change to: Yes, I remember generally</u>
<u>107</u>	<u>15</u>	<u>change to: Yes, I remember generally</u>
<u>110</u>	<u>5</u>	<u>add: But I would have read it</u>

134

Jeffry L. Young

September 18, 2018

WITNESS' CHANGES OR CORRECTIONS

NOTE: If you are adding to your testimony, print the exact words you want to add. If you are deleting from your testimony, print the exact words you want to delete. Specify with "Add" or "Delete" and sign below.

Deposition of: JEFF YOUNG

Case Title: Young vs. Cree, Inc.

Date of Deposition: September 18, 2018

I, Jeff Young, have the following corrections to make to my deposition.

PAGE	LINE	CHANGE, ADD, DELETE
<u>110</u>	<u>18</u>	<u>change to: I remember things in</u>
		<u>general as I have previously</u>
		<u>testified</u>
<u>117</u>	<u>17</u>	<u>change to: I don't recall</u>
<u>123</u>	<u>12</u>	<u>change to: Yes.</u>
<u>123</u>	<u>25</u>	<u>change to: Yes.</u>
<u>124</u>	<u>5</u>	<u>change to: Yes.</u>
<u>126</u>	<u>15</u>	<u>change to: Yes.</u>
<u>127</u>	<u>15</u>	<u>change to: Yes.</u>

134

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12 *Attorneys for Plaintiff Jeff Young, on behalf of*
13 *himself and all others similarly situated*

14 [Additional counsel on signature page]

15 UNITED STATES DISTRICT COURT
16 NORTHERN DISTRICT OF CALIFORNIA
17 OAKLAND DIVISION

18 JEFF YOUNG, on behalf of himself and
19 all others similarly situated,

20 Plaintiff,

21 vs.

22 Cree, Inc.,

23 Defendant.

Case No: 4:17-cv-06252-YGR

**CERTIFICATE OF SERVICE OF
ERRATA TO DEPOSITION OF
JEFF YOUNG'S ON SEPTEMBER
18, 2018**

Complaint Filed: October 27, 2017

FAC Filed: April 30, 2018

Trial Date: February 3, 2020

CERTIFICATE OF SERVICE

I, Harold Darling, declare that I am over the age of eighteen (18) and not a party to the entitled action. My business address is Audet & Partners, LLP, which is located at 711 Van Ness Avenue, Suite 500, San Francisco, California 94102-3229, hdarling@audetlaw.com, and on October 25, 2018, I caused to be served the following:

**ERRATA TO DEPOSITION OF JEFF YOUNG'S ON
SEPTEMBER 18, 2018**

was delivered, in accordance with Federal Rules of Civil Procedure Rule 5, via electronic mail, to the parties and their respective attorneys of record as indicated below:

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9 *Attorney for Plaintiff Jeff Young*

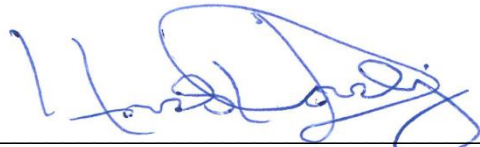
Jason P. Sultzer
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New York, NY 10005

Attorneys for Plaintiff Jeff Young

10 I declare under penalty of perjury, under the laws of the United States of America, that
11 the foregoing is true and correct.

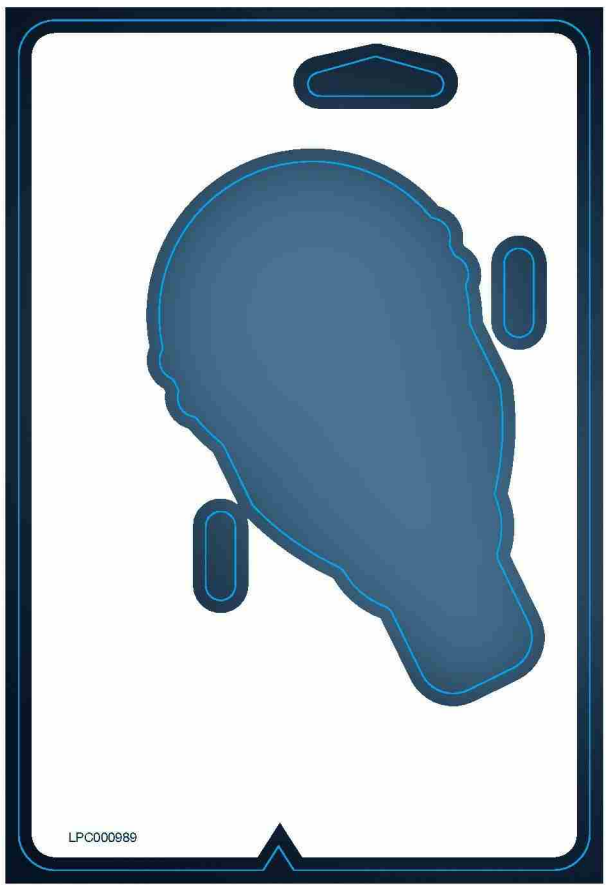
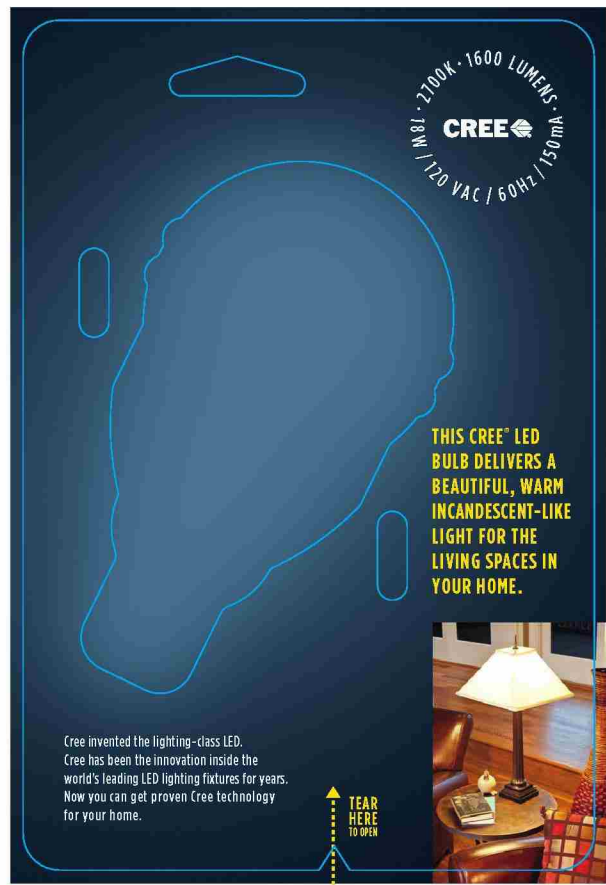
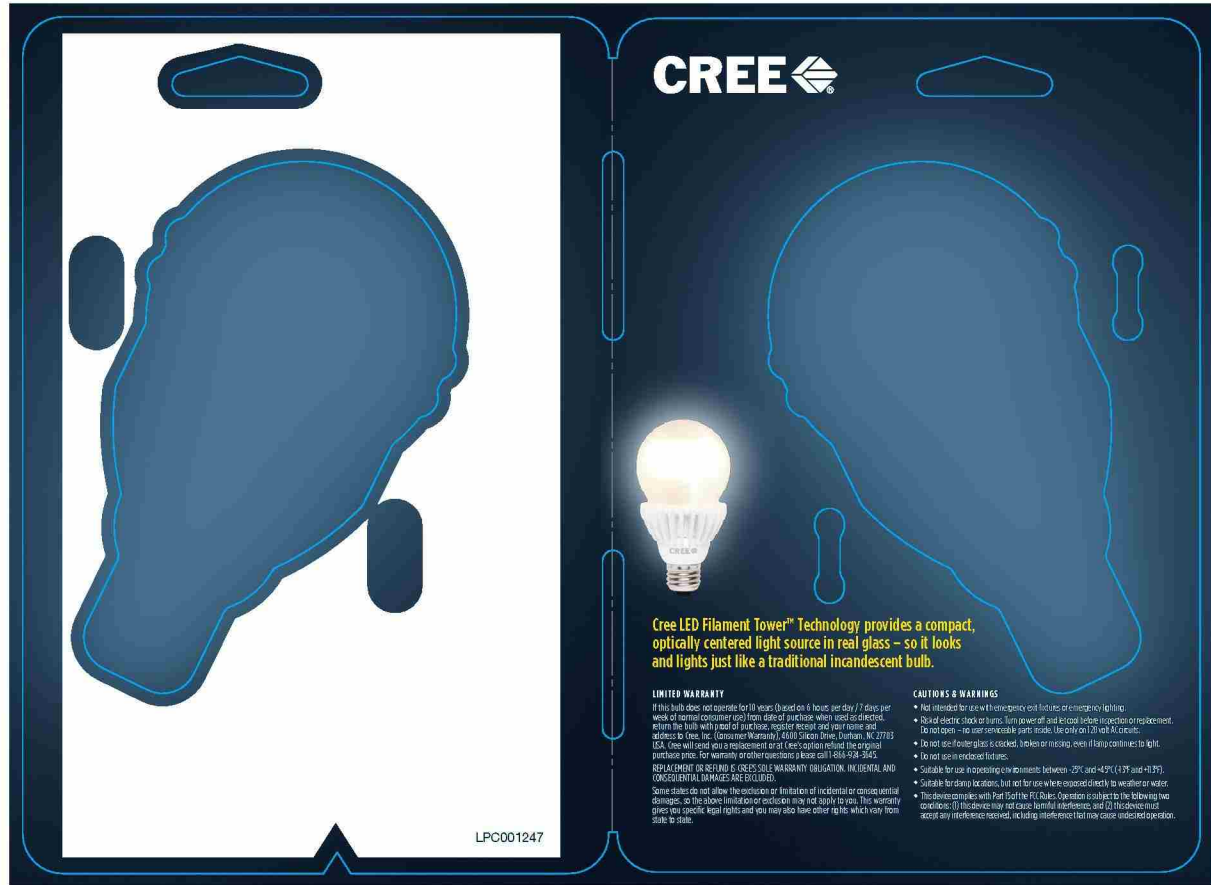
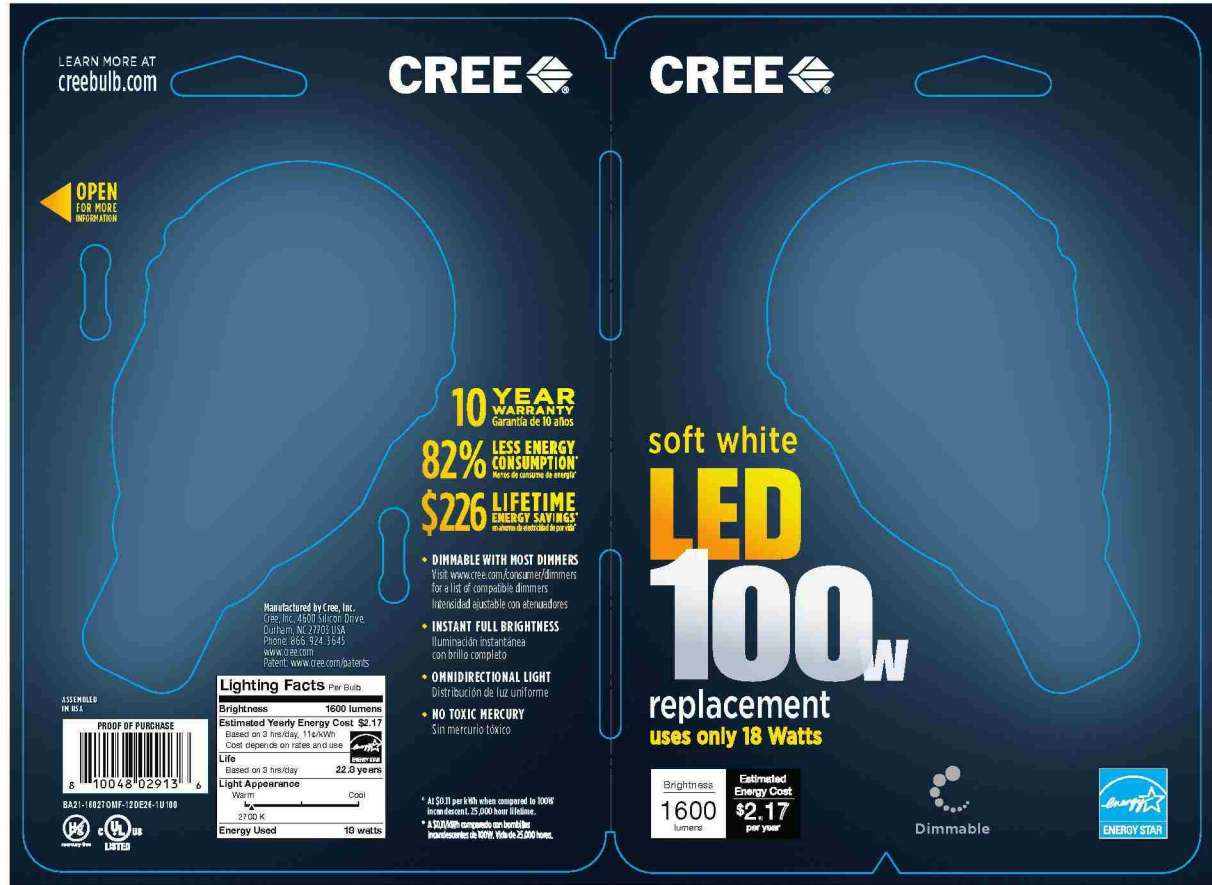
12 Date: October 25, 2018

Signature: _____



Harold Darling

EXHIBIT C



cba BE

PROJECT	DIELINE	FILE	CONTACT	FONTS	IMAGES	COLOR
DESCRIPTION CREE A21 100W Consumer LED Bulb Package Soft White - US JOB NO CREE 13822 FILE NAME PRI_CRE_A21_100w_SoftWhite_US.ai DATE 3.31.15	NO. S014823-DRWH SIZE Card 1 11.140" x 8.065" DATE 12.05.13 SOURCE SoftWhite-Alloyd	MECHANICAL / TEMPLATE Mechanical TRIM 1) 11.140" x 8.065" 2) 5.407" x 8.048" BLEED 0.125"	PROJECT MANAGER Lisa Henshaw 512-228-8143 lhenshaw@cba-be.com PRODUCTION SPECIALIST Wally Wolk 415-135-3828 wally.wolk@cba-be.com	ARTWORK Helvetica Neue LT STD 55 Roman Helvetica Neue Bold Helvetica 67 Medium Condensed Helvetica 77 Bold Condensed Gotham-Medium Gotham-Bold GothamCondensed-Bold GothamCondensed-Book Gotham Narrow Medium CALLOUTS ArialMT Arial-BoldMT Webdings	CMYK 1. A21_Bulb_Lit_SoftWhite_011014w.tif.psd 2. PB chair house017final_010713w_Alloyd.sps 3. CRE_A21_bulb_glow_image_010814w.psd 4. CRE_A21_bulb_glow_010814w.psd FWB COLORS 3. CRE_A21_bulb_glow_010814w.psd 4. CRE_A21_bulb_glow_image_010814w.psd	PROCESS / SPOT Cyan Magenta Yellow Black Pantone 7481 CREE Dark Blue

CBA Brand Engine carefully reviews all production artwork and material specifications. However, the client is responsible for final proofing and approval of all production artwork, material specifications and printing. Following approval of this mechanical, CBA Brand Engine assumes no responsibility for printing errors regardless of our role in the supervision process.

LIMITED WARRANTY

If this bulb does not operate for 10 years (based on 6 hours per day / 7 days per week of normal consumer use) from date of purchase when used as directed, return the bulb with proof of purchase, register receipt and your name and address to Cree, Inc. (Consumer Warranty), 4600 Silicon Drive, Durham, NC 27703 USA. Cree will send you a replacement or at Cree's option refund the original purchase price. For warranty or other questions please call 1-866-924-3645.

REPLACEMENT OR REFUND IS CREE'S SOLE WARRANTY OBLIGATION. INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE EXCLUDED.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

EXHIBIT D

LEARN MORE AT
creebulb.com

CREE

CREE

OPEN
FOR MORE
ILLUMINATION

10 YEAR WARRANTY
Garantía de 10 años
82% LESS ENERGY CONSUMPTION
Menos de consumo de energía
\$226 LIFETIME ENERGY SAVINGS
El ahorro de energía de por vida

- **DIMMABLE WITH MOST DIMMERS**
Visit www.cree.com/consumerdimmers
for a list of compatible dimmers
Iluminación ajustable con atenuadores
- **INSTANT FULL BRIGHTNESS**
Iluminación instantánea
con brillo completo
- **OMNIDIRECTIONAL LIGHT**
Distribución de luz uniforme
- **NO TOXIC MERCURY**
Sin mercurio tóxico

* A 10.0 ft. (3.0 m) sphere compared to 10W
incandescent 3.1 ft. (0.9 m) sphere.
* A 10.0 ft. (3.0 m) sphere compared to 10W
incandescent 3.1 ft. (0.9 m) sphere.

Manufactured by Cree, Inc.
Cree, Inc., 4600 Silicon Drive,
Durham, NC 27703 USA
Phone: 866.924.3645
www.cree.com
Email: www.cree.com/jetavis

Lighting Facts Per Bulb

Brightness	1600 lumens
Estimated Yearly Energy Cost	\$2.17
Based on 3 hrs/day, 110V/60Hz	
Cost depends on rates and use	
Life	22.8 years
Based on 3 hrs/day	
Light Appearance	
Warm	2700 K
Cool	
Energy Used	18 watts

ASSEMBLED
IN USA



8421-16020MF-20E26-10-190



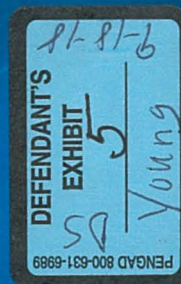
soft white
LED 100w
replacement
uses only 18 Watts

Brightness
1600
lumens

Estimated
Energy Cost
\$2.17
per year



Dimmable



CREE



Cree LED Filament Tower™ Technology provides a compact, optically centered light source in real glass – so it looks and lights just like a traditional incandescent bulb.

LIMITED WARRANTY

If the bulb does not operate for 10 years (based on 6 hours per day / 7 days per week) of normal consumer use, from date of purchase when used as directed, return the bulb with proof of purchase, evidence of use, your name and address, to Cree Inc., Consumer Warranty, 4400 Silicon Drive, Durham, NC 27703, USA. Cree will send you a replacement at Cree's discretion without additional purchase price. For warranty or other questions, please call 1-866-454-5447.

REPLACEMENT OR REFUND IS CREE'S SOLE WARRANTY OBLIGATION. INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE EXCLUDED.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

CAUTIONS & WARNINGS

- Not intended for use with emergency or battery backup lighting.
- Risk of electric shock or burn. Turn power to bulb or fixture before repair or replacement.
- Do not open - no user serviceable parts inside. Use only on 120 VAC circuits.
- Do not use if outer glass is cracked, broken or missing, even if no opportunity to get to the filaments is provided.
- Suitable for use in operating environments between -25°C and +40°C (-13°F and +104°F).
- Suitable for damp locations, but not for use where exposed directly to weather or water.
- The device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

LPC001247

81 • 2700K • 1600 LUMENS • 150mA
CREE 
120 VAC / 60Hz

**THIS CREE® LED
BULB DELIVERS A
BEAUTIFUL, WARM
INCANDESCENT-LIKE
LIGHT FOR THE
LIVING SPACES IN
YOUR HOME.**

Cree invented the lighting-class LED.
Cree has been the innovation inside the
world's leading LED lighting fixtures for years.
Now you can get proven Cree technology
for your home.


**TEAR
HERE
TO OPEN**

